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DALAM MAHKAMAH TINGGI MALAYA DI KUALA LUMPUR

DALAM WILAYAH PERSEKUTUAN, MALAYSIA

GUAMAN NO: WA-22M-507-05/2023

ANTARA

BANK SIMPANAN NASIONAL **....PLAINTIF**

DAN

SHEIKH ANNUAR BIN SHAIK ABDUL RAHIM **....DEFENDAN**
(No. K/P: 660906-02-5241)

AFIDAVIT PENYAMPAIAN

Saya Sofia Binti Madarsah Rawter (No. K/P. 770811-08-5644) adalah seorang warganegara Malaysia yang cukup umur dan beralamat di No 202, Blok A11, Seksyen 2, Wangsa Maju, 53300 Setapak, Kuala Lumpur sesungguhnya berikrar dan menyatakan seperti berikut:-

1. Saya adalah peguamcara yang mengendalikan kes ini dan beramal di Tetuan Sofia Darmindr & Associates di L8-14 Level 8, Brem Mall, Jalan Kepong, 52000 Kuala Lumpur, mempunyai pengetahuan sepenuhnya terhadap kes ini dan semua fakta yang dinyatakan disini adalah benar setakat pengetahuan saya melainkan jika dinyatakan sebaliknya.

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2. Bahawa saya telah melalui surat bertarikh 12-05-2023 menghantarserahkan kepada Defendan yang dinamakan diatas dengan suatu salinan Writ Saman bermeterai dan Pernyataan Tuntutan bertarikh 11-05-2023 (selepas dari ini dirujuk sebagai Saman tersebut) dalam tindakan ini yang ternyata kepada saya telah dikeluarkan dengan sempurna dari dan di bawah meterai Mahkamah oleh Plaintif yang dinamakan diatas dengan menghantar serah Saman tersebut kepada Defendan pada hari Rabu bersamaan **17-05-2023** pada jam lebih kurang 2.00 petang melalui Pos Berdaftar (Registered) Dalam Negeri di Pejabat Pos Jalan Kuching Kuala Lumpur di alamat Defendan di D6-5, Desa Impiana Puchong Prima 47100 Puchong Selangor, di 32, Jalan Putra Permai 10/2C Putra Heights, 47650 Subang Jaya Selangor, di No 24, GR3/5, Jacaranda Garden Residensi, Cyber 3, 63000 Cyberjaya, Selangor Darul Ehsan dan di No 22A, Jalan GR3/5, Jacaranda Garden Residensi, Cyber 3, 63000 Cyberjaya, Selangor Darul Ehsan.

3. Penyampaian tersebut adalah dianggap sempurna selepas tiga (3) hari pengeposan dilaksanakan. Satu salinan surat tersebut dan Bukti Pengeposan Posdaftar Dalam Negeri dilampirkan di sini secara kolektif dan ditandakan sebagai "SMR-1".

4. Penyampaian Saman tersebut telah dibuat secara kontrak menurut fasal 16.02 (b) (i) Deed of Assignment bertarikh 18.04.2014 dan menurut Aturan 10 Kaedah 3 Kaedah-Kaedah Mahkamah, 2012. Satu salinan Perjanjian tersebut dilampirkan di sini dan ditandakan sebagai ekshibit "SMR-2".

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5. Bahawa saya telah pada 17-05-2023 mengindorskan pada Saman tersebut masa dan tarikh penyampaian itu . Satu salinan Writ Saman dan Pernyataan Tuntutan yang telah diindorskan dilampirkan di sini dan ditandakan sebagai ekshibit "SMR-3".

Berkenaan Afidavit dan Deponen)
Bernama Sofia Binti Madarsah Rawter)
Diikrarkan pada haribulan 29 MAY 2023 2023)
Di Kuala Lumpur)

Di hadapan saya,

PESURUHJAYA SUMPAH
W728
HJ. WAN AZMAN B.
HJ. WAN ABDULLAH
Pesuruhjaya Sumpah
1 JAN 2021 - 31 DEC 2023
MALAYSIA

Suite 2-5-4, 5th Floor,
Menara KLH Business Centre
No. 2, Jalan Kasipillay, Off Jalan Ipoh,
Batu 2 ½, 51200 Kuala Lumpur
Tel: 0196423949
E-mail: wanazman00@gmail.com

AFIDAVIT PENYAMPAIAN ini telah diikrarkan pada 29 MAY 2023 dan difailkan pada oleh Tetuan Sofia Darmindr & Associates, Peguamcara bagi pihak Plaintif yang dinamakan diatas yang beralamat di L8-14 Level 8, Brem Mall, Jalan Kepong, 52000 Kuala Lumpur (Tel : (03) 6257 4163 Faks : 6258 5873)

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DALAM MAHKAMAH TINGGI MALAYA DI KUALA LUMPUR

DALAM WILAYAH PERSEKUTUAN, MALAYSIA

GUAMAN NO: WA-22M-507-05/2023

ANTARA

BANK SIMPANAN NASIONAL **....PLAINTIF**

DAN

SHEIKH ANNUAR BIN SHAIK ABDUL RAHIM **....DEFENDAN**
(No. K/P: 660906-02-5241)

PERAKUAN MENGENAL PASTI EKSHIBIT

Saya, dengan ini mengakui bahawa Ekshibit berikut bertanda sebagai "SMR-1" yang rujuk dalam Afidavit Sofia Binti Madarsah Rawter yang telah diikrarkan di hadapan saya pada 29 MAY 2023

Di hadapan saya,

PESURUHJAYA SUMPAH
W728
HJ. WAN AZMAN B.
HJ. WAN ABDULLAH
1 JAN 2021 - 31 DEC 2023
MALAYSIA

Pesuruhjaya Sumpah

S/N IG1sPSa2xkyQvQ4/2JQcVA
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SOFIA DARMINDR & ASSOCIATES

ADVOCATES & SOLICITORS □ PEGUAMBELA & PEGUAMCARA

L8-14 LEVEL 8, BREM MALL,

JALAN KEPONG,

52000 KUALA LUMPUR

TEL : 03-6257 4163

FAX : 03-6258 8578

SOFIA BINTI MADARSAH RAWTER
LL.B [Hons], IIUM

DARMINDR SINGH SIDHU
LL.B [Hons] Lond. CLP

Your ref :
Our ref :SDA/LIT/BSN/HL/398/18
Date :12.05.2023

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SHEIKH ANNUAR BIN SHAIK ABDUL RAHIM
D6-5, DESA IMPIANA
PUCHONG PRIMA
47100 PUCHONG SELANGOR

dan/atau

SHEIKH ANNUAR BIN SHAIK ABDUL RAHIM
32, JALAN PUTRA PERMAI 10/2C
PUTRA HEIGHTS, 47650
SUBANG JAYA SELANGOR

dan/atau

SHEIKH ANNUAR BIN SHAIK ABDUL RAHIM
NO 24, GR3/5, JACARANDA
GARDEN RESIDENSI, CYBER 3,
63000 CYBERJAYA,
SELANGOR DARUL EHSAN

dan/atau

SHEIKH ANNUAR BIN SHAIK ABDUL RAHIM
NO 22A, JALAN GR3/5, JACARANDA
GARDEN RESIDENSI, CYBER 3,
63000 CYBERJAYA,
SELANGOR DARUL EHSAN

Tuan/Puan,

PER: MAHKAMAH TINGGI MALAYA KUALA LUMPUR
NO. SAMAN : WA-22M-507-05/2023
BANK SIMPANAN NASIONAL -V- SHEIKH ANNUAR BIN SHAIK ABDUL RAHIM

Perkara di atas adalah dirujuk di mana kami mewakili Bank Simpanan Nasional yang beralamat di Seksyen Litigasi Perumahan & Sewa Beli, Jabatan Pemulihan Kredit, Tingkat 6, Wisma BSN, 117 Jalan Ampang 50450 Kuala Lumpur.

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Bersama-sama surat ini kami sertakan satu salinan Writ Saman dan Pernyataan Tuntutan yang bermeterai untuk penyampaian terhadap kamu sebagai Defendan dalam tindakan ini.

SILA AMBIL PERHATIAN kamu hendaklah memasukkan kehadiran dalam masa **EMPAT BELAS (14) HARI** selepas tarikh penyampaian Writ ini ke atas kamu, termasuklah hari penyampaian dan kegagalan dan keingkaran untuk berbuat demikian maka suatu **Penghakiman Ingkar** akan direkodkan terhadap kamu.

Sekiranya pihak tuan ingin membuat penyelesaian terhadap kes ini, sila hubungi pihak kami atau pihak Plaintif dengan kadar segera.

Sekian, terima kasih.

Yang benar,
SOFIA DARMINDR & ASSOCIATES

s.k : i) BANK SIMPANAN NASIONAL
(No Akaun: 0895851022300016 / 14100-72-049327-14)

ii) Pendaftar Mahkamah Tinggi
Kuala Lumpur

S/N IG1sPSa2xkyQvQ4/2JQcVA
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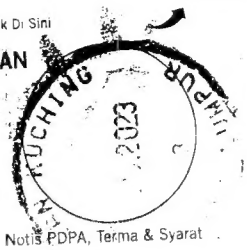
Sila Tarik Di Sini

RESIT PENGEPOSAN
POS DAFTAR
DALAM NEGERI



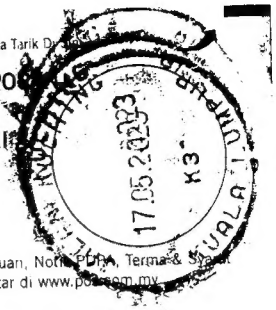
2023

NOTA: Sila rujuk Panduan, Notis PDPA, Terma & Syarat perkhidmatan Pos Daftar di www.pos.com.my

Sheikh Annuar B. Shaik
Abdul Rahim
D6-5, Desa Impiana
Puchong Prima, 47100
Puchong Selangor

Sila Tarik Di Sini

RESIT PENGEPOSAN
POS DAFTAR
DALAM NEGERI



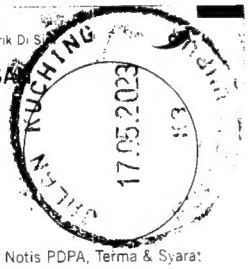
2023

NOTA: Sila rujuk Panduan, Notis PDPA, Terma & Syarat perkhidmatan Pos Daftar di www.pos.com.my

Sheikh Annuar B. Shaik
Abdul Rahim
32, Jalan Putra Permai
10/2C, Putra Heights
47650 Subang Jaya
Selangor

Sila Tarik Di Sini

RESIT PENGEPOSAN
POS DAFTAR
DALAM NEGERI



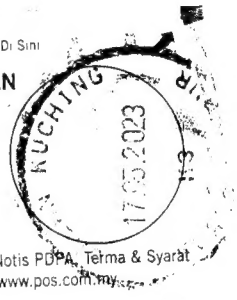
2023

NOTA: Sila rujuk Panduan, Notis PDPA, Terma & Syarat perkhidmatan Pos Daftar di www.pos.com.my

Sheikh Annuar B. Shaik
Abdul Rahim
NO 24, GR 3/5 Jacaranda
Garden Residensi, Cyber 3
63000 Cyberjaya
Selangor Darul Ehsan

Sila Tarik Di Sini

RESIT PENGEPOSAN
POS DAFTAR
DALAM NEGERI



2023

NOTA: Sila rujuk Panduan, Notis PDPA, Terma & Syarat perkhidmatan Pos Daftar di www.pos.com.my

Sheikh Annuar B. Shaik
Abdul Rahim
No 22A, Jalan GR 3/5
Jacaranda, Garden
Residensi, Cyber 3, 63000
Cyberjaya, Selangor
Darul Ehsan

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DALAM MAHKAMAH TINGGI MALAYA DI KUALA LUMPUR

DALAM WILAYAH PERSEKUTUAN, MALAYSIA

GUAMAN NO: WA-22M-507-05/2023

ANTARA

BANK SIMPANAN NASIONAL **....PLAINTIF**

DAN

SHEIKH ANNUAR BIN SHAIK ABDUL RAHIM **....DEFENDAN**
(No. K/P: 660906-02-5241)

PERAKUAN MENGENAL PASTI EKSHIBIT

Saya, dengan ini mengakui bahawa Ekshibit berikut bertanda sebagai "SMR-2" yang rujuk dalam Afidavit Sofia Binti Madarsah Rawter yang telah diikrarkan di hadapan saya pada 29 MAY 2023

Di hadapan saya,

PESURUHJAYA SUMPAH
W728
HJ. WAN AZMAN B.
HJ. WAN ABDULLAH
Pesuruhjaya Sumpah
1 JAN 2021 - 31 DEC 2023
MALAYSIA

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ORIGINAL

Dated this 18 day of APR 2014 20

BETWEEN

BANK SIMPANAN NASIONAL

AND

SHEIKH ANNUAR BIN SHAIK ABDUL RAHIM
NRIC No. 660906-02-5241

****

DEED OF ASSIGNMENT

****

Prepared by:

GERALDINE YEOH, ARJUNAN & ASSOCIATES
Advocates & Solicitors, Commissioner for Oaths, Trademark Agents
902, Level 9, Uptown 1, No. 1, Jalan SS21/58,
Damansara Uptown, 47400 Petaling Jaya, Selangor.
Tel: 03-7727 3233 Fax: 03-7727 9133

[Our ref: GY/CCH/SASAR/GR25751/BSN-i/14(2)/Ayu]

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CONTENTS

ARTICLES	PAGE
Definitions and Interpretations	3
Recitals	8
The Assignment	8
Charge Upon Issuance of Title	14
Covenants (Positive and Negative)	15
Mutual Covenants	18
Remedies of the Bank	19
Takaful	23
Discharge	26
Customer's Obligations	26
Covenants	27
Warranties	27
General/Miscellaneous	28
Government Acquisition	36
Power of Attorney	37
Law and Legal Process	38

THE FIRST SCHEDULE

Name and description of Customer	42
Address For Service	42
Description of Property	42
The Sale Price	42
Instalments and Amount	42
Late Payment Charges	44

THE SECOND SCHEDULE

Additional Representations and Warranties	45
Authentication of Power of Attorney	46

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ORIGINAL

THIS DEED OF ASSIGNMENT is made the 18 day of APR 2014 20

BETWEEN the party whose name and description are set out in item 1 of the First Schedule hereto ("**the Customer**" and includes his heirs personal representatives permitted assigns and successors in title, as the case may be) of the one part **AND BANK SIMPANAN NASIONAL**, a body corporate established by the Bank Simpanan Nasional Act, 1974 and having its head office at No. 117, Jalan Ampang, 50450 Kuala Lumpur ("**the Bank**" and includes its successors in title and assigns) of the other part.

1. DEFINITIONS AND INTERPRETATION

SECTION 1.01 DEFINITIONS

In this Assignment unless the context otherwise requires or unless it is otherwise expressly provided the following expressions shall have the meaning respectively assigned to them hereunder.

"Al-Bai Bithaman Ajil"		the Shariah principle which involves the sale of a property and the payment of the sale price upon deferred payment terms.
"Act"		Bank Simpanan Nasional Act 1974, Development Financial Institutions Act 2002 and includes all rules made thereunder and amendments as may be made at any time and from time to time.
"Address for Service"	(a)	Bank: the address as stated in item 2(a) of the First Schedule hereto.
	(b)	Customer: the address as stated in item 2(b) of the First Schedule hereto.
"Assignment"		this instrument and includes any variations which may be made to it now or from time to time, or as novated or supplemented.

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"Charge"	the legal charge under the National Land Code to be executed by the Customer in favour of the Bank upon issuance of the separate document of title/strata title to the Property.
"Business Day"	a day (excluding Public Holidays) on which the Bank is open for business.
"Calendar Month"	that period of time commencing on the first (1st) day of a calendar and ending on the last day of that same calendar.
"Event of Default"	committal (whether by acts of commission or omission) by the Customer of any breach of the terms of this Assignment including the happening of any of the events specified in Section 7.01 of the Property Sale Agreement
"Facility"	the sum of Ringgit Malaysia Two Million Three Hundred Twenty Six Thousand Two Hundred and Eighty Three (RM 2,326,283.00 /) only made available to the Customer by the Bank.
"Indebtedness"	the Sale Price under the Property Sale Agreement remaining due and payable at any time together with all other sums of moneys howsoever due to the Bank under the terms herein and under the Other Security Documents. A statement in writing signed by a duly authorized officer of the Bank of the Indebtedness of the Customer is conclusive evidence of such indebtedness.
"Instalment"	in the relation to the Sale Price, the sum of money as stated in item 5 of the First Schedule hereto or such other sum of money as shall be mutually agreed upon between the Bank and the Customer and payable on

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"Instalment Payment Dates"	in relation to the Sale Price, each of the dates on which an Instalment is due from the Customer and unless otherwise varied specified or waived, the dates stated in item 5 of the First Schedule hereto.
"Takaful Policies"	all policies and contracts of takaful of whatever nature which are now or may from time to time be taken out by the Customer in accordance with the terms of this Assignment.
"Legal Process"	pleadings, all forms of originating processes, interlocutory applications of whatever nature, affidavits, orders and such documents other than the aforesaid which are required to be served under the Rules of Court, notices required to be given to the other under the Other Security Documents and correspondences between the parties hereto, notices under the Companies Act 1965 and the Bankruptcy Act, 1967 and the rules made thereunder
"Memorandum of Deposit"	the Memorandum of Deposit of Mudharabah General Investment Account Certificate executed by the Customer in favour of the Bank pursuant to the Property Sale Agreement.
"Month"	that period of time which ends on the same date as it commenced in the previous month but if there is no numerically corresponding date in the following month, then the period shall end on the last day of that month.
"National Land Code"	the National Land Code, 1965 and includes any statutory amendment or re-enactment thereof and all subsidiary legislation enacted thereunder.
"Other Security Documents"	collectively, the letter of offer (as amended, supplemented or substituted) from the Bank to the

S/N IG1sPSa2xkyQvQ4/2JQcVA
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Customer ("**the Letter of Offer**"), the Property Sale Agreement, this Assignment and the Memorandum of Deposit and includes such other security documents executed hereafter to secure the Sale Price and such other novated, supplemented or amended security documents.

"Property Sale Agreement"	the agreement of even date made between the Bank and the Customer for the sale of the Property by the Bank to the Customer at the Sale Price stated therein
"Property"	the Property as described in item 3 of the First Schedule hereto and includes any part thereof.
"Ringgit Malaysia" and the sign "RM"	the lawful currency of Malaysia.
"Rules of Court"	the Rules of Court.2013
"Sale Agreements"	collectively the sale and purchase agreements made between the Customer and the developer or vendor named therein and all other agreements and/or documents evidencing the Customer's title and or ownership to the Property.
"Sale Price"	the sum stated in item 4 of the First Schedule hereto payable by Instalments on each Instalment Payment Date.

SECTION 1.02 INTERPRETATION

(a) Words importing the singular number only shall include the plural and vice versa.

(b) Words importing the masculine gender only shall include the feminine and neuter genders.

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(c) The words "hereof", "herein", "hereon", "hereinafter" and "hereunder", and words of similar import, when used in this Assignment, shall, where the context

requires or allows, refer to this Assignment as a whole and not to any particular provision of this Assignment.

(d) References herein to Sections and Schedules are references to Sections and Schedules in this Assignment unless otherwise specified.

(e) The headings and sub-headings in this Assignment are inserted for convenience only and are to be ignored when construing the provisions of this Assignment.

(f) Where an act is required to be done within a specified number of days after or from a specified date, the period is inclusive of and begins to run from the date so specified.

(g) A period of a month from the happening of an event or the doing of an act or thing shall be deemed to be inclusive of the day on which the event happens or the act or thing is or is required to be done.

(h) Any references to statutes and the rules made thereunder include all amendments which may be enacted from time to time.

(i) Where the Customer is a company, the provisions contained herein which are primarily and literally applicable to the case of natural persons shall be construed and take effect as if the Customer were a natural person, and shall bind all of its assigns and successors-in-title. Accordingly, any references herein relating to bankruptcy shall thereafter be references relating to the winding-up, liquidation, amalgamation or reconstruction, as the case may be, of the Customer.

(j) Any reference to an agreement, contract or document includes any amendments or variations thereto from time to time and any other instrument executed supplemental thereto or in substitution thereof

(k) Where there are two (2) or more persons comprised in the expression "the Customer", agreements, covenants, terms, stipulations and undertakings expressed to be made by and on the part of the Customer shall be deemed to be binding upon such persons jointly and severally.

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(l) Except for Section 1.01 hereof or unless this Assignment otherwise provides all

referred to in this Assignment shall have the same meanings ascribed to them in the Property Sale Agreement

2. **RECITALS**

SECTION 2.01 SALE AND PURCHASE OF PROPERTY

The Bank has agreed to sell and the Customer has agreed to purchase the Property at the Sale Price and upon the terms and conditions stated in the Property Sale Agreement.

SECTION 2.02 FACILITY

The Bank has agreed to grant the Facility to the Customer upon the terms and conditions contained in the Property Sale Agreement.

SECTION 2.03 EXECUTION OF THIS ASSIGNMENT

It is a term of the Property Sale Agreement that the Customer executes this Assignment as security for the payment by the Customer to the Bank of the Sale Price and all other moneys due thereunder.

3. **THE ASSIGNMENT**

SECTION 3.01 ABSOLUTE ASSIGNMENT

(a) In consideration of the matters stated in Sections 2.01, 2.02 and 2.03 hereof, the Customer as beneficial owner hereby absolutely assigns all of the Customer's rights, title and interest whatsoever in and to the Property including all rights and interest of the Customer in the Sale Agreements and the Customer's right of enforcement thereof to the Bank as security for the payment by the Customer to the Bank of the Sale Price under the Property Sale Agreement and all other Indebtedness payable thereunder.

(b) For the consideration aforesaid the Customer hereby irrevocably agrees and covenants with and undertakes to the Bank to execute in favour of and to deliver to the Bank a power of attorney in form and substance prescribed by the Bank to enable the Bank to exercise more readily the rights remedies and powers conferred upon the Bank

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SECTION 3.02 REPRESENTATIONS AND WARRANTIES

The Customer hereby represents and warrants to and undertakes with the Bank as follows:-

(a) that he has the power or capacity to execute, deliver and perform the terms of this Assignment and the Other Security Documents;

(b) that this Assignment and the Other Security Documents constitutes the legal, valid and binding obligations of the Customer;

(c) that the execution, delivery and performance of this Assignment and the Other Security Documents by the Customer thereto do not and will not violate or contravene the provisions of:-

(i) any law, or regulation, or any order, or decree of any governmental authority, agency or court to which he is subject;

(ii) any contract of whatever nature, or other undertaking, or instrument, to which he is a party or which are binding upon him or any of his assets and will not result in the creation, imposition of, or any obligation to create, or impose, any mortgage, lien, pledge or charge on any of his assets pursuant to the provisions of any such contract, or other undertaking, or instrument;

(d) that all consents, or licences, or approvals or authorisations, or orders and exemptions of any Ministry, agency, department or authority in Malaysia which are required or advisable to be obtained in connection with the execution, delivery, performance, legality or enforceability of this Assignment or any of them have been obtained and are in full force and effect and no further consent, licence, approval, authorisation, order or exemption is required therefor;

(e) that he is not in default under any agreement to which he is a party or by which he may be bound and no litigation, arbitration, or administrative proceedings are presently current, or pending, or threatened and which default, litigation, arbitration or administrative proceedings (as the case may be) might materially

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affect his solvency or might affect his ability to perform his obligations under this Assignment;

(f) that he is not in default of the terms of any of the Sale Agreements;

(g) that there is no violation of Section 28 of the Development Financial Institutions Act 2002;

(h) that no bankruptcy proceedings have been commenced against the Customer;

(i) that no steps have been taken or are being taken to appoint a receiver, receiver and manager, or liquidator to take over or to wind-up the Customer;

(j) that the Customer has filed all tax returns which the Customer is required by law to file and has paid or made adequate provision for the payment of all taxes, assessments, fees and other governmental charges assessed against him or upon any of his properties or assets, income or franchise any of them;

(k) that the Customer is not in default in the payment or performance of any of his obligations for borrowed money, or in respect of other liabilities;

(l) that there is no material adverse change in the financial condition, operating environment or management of the Customer or other conditions which will materially affect the ability of the Customer to perform the obligations of the Customer under each of the Other Security Documents;

(m) that the financial statements of the Customer which have previously been submitted by the Customer to the Bank are complete and correct and fairly represent the financial condition of the Customer and the results of the operations of the Customer for the period stated are in accordance with generally accepted accounting principles applied on a consistent basis;

(n) that the Customer is the legal and beneficial owner of the Property by virtue of the Sale Agreements;

(o) that the information furnished by the Customer in connection with the Facility do not contain any untrue statement or omit to state any fact and all expressions

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of expectation, intention, belief and opinion and all projections contained therein were honestly made on reasonable grounds after the due and careful enquiry, and

(p) such other warranties and representations as are set out in the Second Schedule hereto.

SECTION 3.03 LATE PAYMENT CHARGES

(a) In the event of delay or failure to pay any of the Instalments on the Instalment Payment Date as stated in item 5 of the First Schedule hereto or any other payment(s) on the due date from the date of the first disbursement of the Facility until the last date of the Facility, the Customer shall pay to the Bank the Late Payment Charges at the prevailing rate as prescribed in item 6 of the First Schedule. The Late Payment Charges shall be computed on a monthly basis and may comprise *Ta'widh* (compensation) and *Gharamah* (penalty). *Gharamah* shall be channeled by the Bank to the approved charitable organizations.

(b) For the purpose of Section 2.02, a certificate which is duly certified by an authorized officer or agent of the Bank or computer generated notices issued by the Bank which do not require signatures as to the amount of such Late Payment Charges due to the Bank shall be binding and conclusive evidence against the Customer for whatever purpose including as being conclusive evidence of any secured amount in a court of law.

(c) In addition and without prejudice to the Bank's rights hereunder, in the event of the Customer failing to pay any Installments as specified under this Assignment, the Customer shall be liable to pay to the Bank compensation amount for Late Payment Charges calculated at the rate of one per centum (1%) per annum on monthly rest basis on the overdue Installment or as may be stipulated from time to time by the Bank in its absolute discretion on such overdue sums and such prescribed rate shall be in accordance with the regulations laid down by Bank Negara Malaysia. Such compensation amount for Late Payment Charges shall be calculated from the due date(s) for payment of such sums until the date when payment is received by the Bank.

(d) In the event that the Customer fails to settle the overdue Instalments after the tenure of the Facility, the compensation amount payable by the Customer shall be calculated based on the current "r" rate of the Mudharabah Interbank Investment R...

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(e) The maximum compensation amount chargeable to the Customer on the overdue Installment shall not exceed one hundred per centum (100%) of the outstanding balance of the Facility.

(f) The parties hereby agree that the compensation amount received from the Customer shall be credited to the Bank profit account and shall be distributed between the Bank and its depositors in accordance with the Bank current profit sharing ratio.

(g) The certificate of the Bank as to what at any time is the appropriate amount of the compensation amount for Late Payment Charges payable by the Customer shall be final and conclusive and binding on the Customer and the Bank and shall not, in the absence of manifest error, be questioned on any account whatsoever

(h) The payment of the compensation amount for Late Payment Charges by the Customer under this Clause shall be in addition and without prejudice to powers, rights and remedies of the Bank under this Assignment upon default.

SECTION 3.04 IBRA'

(a) Ibra' referred to throughout this Assignment means the rebate or reduction in the outstanding balance of the Sale Price granted by the Bank to the Customer in accordance with the principle of Ibra'.

(b) Subject to the provisions of Shariah law, the Bank shall grant Ibra' of such amount of the Sale Price remaining unpaid by the Customer upon the circumstances and in accordance with the formula as mentioned in Section 3.06 below. .

SECTION 3.05 EARLY SETTLEMENT OR REDEMPTION OF THE FACILITY

The Customer may make early settlement or early redemption of the Facility by giving the applicable advance notice (as the case may be) to the Bank. In the event the Customer makes early settlement without the required notice, the Bank shall be entitled to deduct the unaccrued profit for the period of the required notice from the Ibra'.

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SECTION 3.06 CIRCUMSTANCES FOR THE GRANTING OF IBRA' BY THE BANK AND THE APPLICABLE FORMULA

(a) The Circumstances for the Granting of Ibra'

The Bank shall grant Ibra' to the Customer where there is:

(i) Early settlement or for early redemption of the Facility; or

(ii) Settlement of the original financing contract due to financing restructuring exercise; or

(iii) Settlement by the Customer in the case of default; or

(iv) Settlement by the Customer in the event of termination or cancellation of financing before the maturity date.

(b) The Applicable Formula for Ibra'

(i) Unless otherwise provided, Ibra' shall comprise the Deferred Profit at the point of settlement minus the Early Settlement Charges, if any.

Ibra' = Deferred Profit - Early Settlement Charges

(ii) For settlement by the Customer in the event of termination or cancellation before the maturity date for reasons relating to non-delivery or non-possession of the Property where the Facility has not been fully disbursed, the Ibra shall comprise the Deferred Profit at the point of settlement and the undisbursed portion of the Facility minus the Early Settlement Charges, if any.

Ibra'= Deferred Profit + undisbursed portion of the Facility - Early Settlement Charges

(iii) The "Deferred Profit" shall refer to the unaccrued Bank's profit.

(iv) The "Early Settlement Charges" shall refer to charges that reflect a reasonable estimate of the Bank's initial costs or any other cost that the Bank could not have recovered as a direct result of settlement of the financing prior to its maturity.

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4. CHARGE UPON ISSUANCE OF TITLE

SECTION 4.01 EXECUTION OF CHARGE

The Customer shall forthwith upon the issuance of the separate document of title or the strata title to the Property execute in favour of and deliver to the Bank the Charge in accordance with the provisions of the National Land Code upon the terms and conditions as the Bank may require as security for the Sale Price and all other Indebtedness other moneys owing and payable by the Customer under the terms of this Assignment and the Property Sale Agreement.

SECTION 4.02 COVENANT TO PROVIDE FURTHER SECURITY

The Customer shall at the request of the Bank charge to, or deposit with the Bank the Customer's other assets, movable property and the documents of title to any or all immovable properties vested in the Customer for any tenure. Such charge or deposit may be by way of further and additional security for the repayment of the Indebtedness secured hereby and may also or otherwise be for the purpose of securing any other moneys owing to the Bank and not secured hereby

SECTION 4.03 THE BANK NOT BOUND TO TAKE ACTION

The Bank shall not be under any obligation to the Customer to take any action or to enforce any rights title interests and benefits hereby assigned and shall not be under any obligation to the Customer by reason of the Bank having abstained from taking or continuing any such action or steps.

SECTION 4.04 CONTINUING SECURITY

The Customer hereby agrees and declares that this Assignment is expressly intended to be and shall be a continuing security for the payment of the Indebtedness notwithstanding that the Customer may at any time or from time to time cease to be indebted to the Bank for any period or periods and notwithstanding:-

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(a) any account or accounts of the Customer with the Bank may from any cause whatsoever cease to be current and notwithstanding any settlement of account or

(b) any change by amalgamation consolidation or otherwise which may be made in the constitution of the Customer or the Bank;

(c) the liquidation of the Customer whether voluntary or compulsory.

SECTION 4.05 RESTRICTIONS AGAINST OTHER CHARGES

The Customer hereby declares covenants warrants and undertakes that there is no debenture mortgage charge pledge lien or other security interest over the Property having priority to this Assignment and:

(a) the Customer shall not during the subsistence of this Assignment without the consent in writing of the Bank execute any form of charge, mortgage, pledge, lien or other security interest or permit to exist any caveat or prohibitory order or both in respect of the Property;

(b) this Assignment shall be without prejudice to and shall not operate so as to merge or otherwise affect any lien or security already given by the Customer or any other party or any other security which may hereafter be given by the Customer or any other party to the Bank whether the same be for securing repayment of the Indebtedness or any other moneys covenanted to be paid herein and whether such security is taken as additional or collateral security or otherwise howsoever.

5. COVENANTS

SECTION 5.01 POSITIVE COVENANTS

The Customer hereby expressly covenants with the Bank that the Customer will at all times during the continuance of this Assignment:-

(a) keep all structures and fixtures now or at any time hereafter erected on or affixed to the Property in tenantable repair and condition. In default whereof it shall be lawful for but not obligatory upon the Bank to carry out such repairs and if the Bank shall carry out such repairs, the costs and expenses thereof shall be for the account of the Customer;

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(b) permit the Bank and its agents and workmen at all reasonable times of the day to enter upon the Property and have access to any fixture thereon and to view and inspect the condition or repair thereof;

(c) comply with and observe all the conditions restrictions and category of use, express or implied, imposed upon, relating to, or affecting the Property or to which the Property to be subjected as well as the provisions of any Act of Parliament ordinance or enactment for the time being in force and of any rule or order made thereunder affecting the same;

(d) pay the quit rent, assessment, rates, taxes, service charges and all other outgoings whatsoever payable from time to time in respect of the Property as and when the same shall become due and payable. In default whereof it shall be lawful for but not obligatory upon the Bank to pay the same or any part thereof and such payments shall be for and on the account of the Customer;

(e) inform the Bank of any application, demand, notice, order whatsoever, or other notice, document or transaction in any way affecting or concerning the Property or any part thereof forthwith upon its issue, publication or service (time being of the essence in respect thereof) and produce the same to the Bank whether demanded or not AND the Customer shall do all acts and take all steps necessary or expedient to safeguard and preserve the Property or any part thereof or the title or ownership thereto AND the Bank may if it thinks fit and on behalf of or in the name and at the expense of the Customer do all such acts and employ all such persons as the Bank shall deem fit for the purpose of safeguarding and preserving the Property;

(f) give full particulars in writing within seven (7) days to the Bank upon receipt of any notice or order or proposal therefor given issued or made to the Customer in respect of the Property by or on behalf of any planning, local government, public health sanitary, housing or other authority and if so required by the Bank, without delay and within the period prescribed by such notice, take all reasonable or necessary steps to comply with the provisions of such notice or order and also at the request of the Bank and at the cost of the Customer make or join with the Bank in making such objections or representations against or in respect of any such notice or order as the Bank may deem expedient;

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(g) observe and perform all the terms and conditions herein contained and in the Other Security Documents and on the part of the Customer to be observed and performed and in addition thereto any condition and covenant binding upon the Property and not do or omit to do any matter or thing on or in respect of the Property which shall contravene the provisions of this Assignment and the Other Security Documents or of any act, ordinance, enactment, order, rule or regulation now or hereafter affecting the same and at all times hereafter indemnify and keep indemnified the Bank against all actions proceedings costs expenses claims and demands in respect of such act matter or thing done omitted or suffered to be done in contravention of the said provisions;

(h) deliver vacant possession of the Property to the Bank upon the expiration of the notice referred to in Section 6.01 hereunder if the breach or default complained of in the said notice has not been rectified to the satisfaction of the Bank

(i) as and when a separate document of title or strata title to the Property has been issued by the appropriate authorities to forthwith deposit the same with the Bank for security and for the purpose of registering the Charge;

(j) observe and perform all the terms and conditions contained herein this Assignment and the Other Security Documents.

SECTION 5.02 NEGATIVE COVENANTS

The Customer hereby covenants with the Bank that during the continuance of this Assignment he will not:-

(a) assign, transfer, sell, charge or otherwise howsoever deal with the Property or any part thereof or any interest therein or make the same subject to any charge, encumbrance, liability or lien whatsoever or rescind remove or amend any condition or restriction affecting the Property without the written consent of the Bank first had and obtained;

(b) lease, let out, or grant any licence or otherwise howsoever part with the possession of, make or accept the surrender of any lease whatsoever of or in respect of the Property or any fixture, structure or any part thereof, to any person firm or company without the consent in writing of the Bank first had and

S/N IG1sPSa2xkyQvQ4/2JQcVA
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reason therefor either absolutely or on such terms and conditions as the Bank deems fit and the decision of the Bank shall be final and conclusive.

(c) alter, pull down, or remove any building or fixture now or at any time hereafter erected on or affixed to the Property or any part thereof without the prior consent in writing of the Bank and shall forthwith replace or make good the same in the event of such alteration, pulling down or removal. Where it is intended that there is to be erected any building or buildings on the Property or that the Facility is to be utilised for the Purpose thereof, the Customer shall complete the erection of such building or buildings in accordance with the approved plans thereof of such competent authority or authorities necessary for the obtaining of and shall obtain a Certificate of Fitness for Occupation not later than such date as the Bank may stipulate.

(d) use or allow the Property to be used for non Shariah compliant activities.

6. MUTUAL COVENANTS

SECTION 6.01 LICENCE

Notwithstanding anything contained in this Assignment it is hereby declared that the Bank shall have full right liberty and authority to deal with the Property in such manner as it shall in its absolute discretion deem fit and the Customer shall during the continuance of this Assignment retain possession of the Property as licensee of the Bank and by no other right and within seven (7) days after his license to occupy the Property is terminated in the manner hereinafter provided, he will give immediate vacant possession of the Property to the Bank or to such person or persons as the Bank may direct.

SECTION 6.02 REGISTRATION OF CHARGE

At such time as there shall be issued a separate document of title or strata title to the Property, the Customer shall cause the said title to be expeditiously forwarded to the Bank to facilitate the registration of the Charge.

SECTION 6.03 PEACEFUL ENJOYMENT

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That the Customer observing and complying with all the terms and conditions of this Assignment and by punctually paying the Instalments to the Bank on the Instalment

Payment Dates provided herein, he shall hold and occupy the Property free from any interference whatsoever from the Bank.

7. REMEDIES OF THE BANK

SECTION 7.01 COVENANT TO PAY

The Customer will on demand pay to the Bank the Indebtedness PROVIDED THAT no such demand for payment shall be made by the Bank unless:-

(i) in accordance with the provisions of this Assignment and any of the Other Security Documents, the Indebtedness and all other sums payable or agreed to be payable thereunder by the Customer or such person or party liable or responsible for paying the same shall become due and payable: or

(ii) the Customer commits a breach of any of the covenants undertakings stipulations terms conditions or provisions herein contained or to be performed (other than the covenant or undertaking for payment of moneys due under this section) which is not capable of remedy or which being capable of remedy is not remedied within thirty (30) days after notice from the Bank to the Customer requesting action to remedy the same; or

(iii) any of the events constituting an Event of Default shall occur; or

(iv) any other securities executed by the Customer or any other person or party pursuant to this Assignment and any of the Other Security Documents shall become enforceable.

Upon the occurrence of any of the aforesaid events the Indebtedness shall become forthwith due and payable and must be discharged by the Customer immediately.

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SECTION 7.02 RIGHTS OF BANK ON CUSTOMER'S DEFAULT

If the Customer shall commit a default pursuant to Section 7.01 hereof or if any

remedy is not remedied within a period of seven (7) days from the date of notice by the Bank requesting remedy of the same or is not remedied within the time specifically stipulated therefor (if any) in respect of the event in question, the Sale Price and all other Indebtedness payable under this Assignment and the Property Sale Agreement shall become and be deemed to be, notwithstanding anything contained herein to the contrary, forthwith due and payable and whereupon the Bank shall be entitled without further notice to the Customer to:-

(a) terminate the license hereinbefore referred to and to enter upon and take possession of the Property or any part thereof and to deal with all the rights and interest of the Bank in relation to the Property or otherwise in all respects as the person absolutely and beneficially entitled thereto;

(b) exercise or enforce all or any of the rights title interests and benefits of the Customer under the Sale Agreements and in or to the Property;

(c) let or lease the Property or any part thereof for such tenancy or term of years at such rent and upon such terms and conditions as the Bank shall in its absolute discretion think fit PROVIDED ALWAYS that the Bank may without prejudice to the right aforesaid continue to let, lease or demise the Property or any part thereof to such occupants as the Bank shall in its absolute discretion determine and shall be entitled to collect all rentals or such increased rentals as the case may be and other charges thereto notwithstanding any other provision of this Assignment;

(d) sell, assign, charge or in any manner whatsoever dispose of or deal in the Property as the absolute unencumbered owner thereof at such price or prices and whether by way of public auction or private treaty with or without advertisement or valuation and in such other manner and upon such other terms and conditions as the Bank shall in its absolute discretion think fit free from any interest of the Customer hereunder or otherwise and to apply the proceeds of sale in or towards the satisfaction of the Indebtedness and other moneys due or agreed to be payable to the Bank hereunder and all costs of and occasioned by such sale, the payment to the relevant authorities of all quit rents, assessments, rates and other service charges and maintenance fees payable in respect of the Property and all costs, expenses, dues and fees including the Bank's solicitors' costs on a solicitor and client basis and fees of any valuer or real estate agent and the Bank shall only pay to the Customer or such other person or party entitled thereto the balance, if

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any, of the proceeds of such sale after deduction of all the Indebtedness and other moneys aforesaid and all costs of and occasioned by such sale and no assignee or purchaser from the Bank shall be concerned to ascertain whether or not any such default has actually arisen so as to entitle the Bank to exercise its powers of sale or assignment.

The Customer hereby expressly agrees covenants and undertakes to do and execute all acts deeds instruments and things which the Bank may require or stipulate for the purposes of effecting and or completing anything and or any transaction mentioned in this Section and in or the Property.

SECTION 7.03 PROCEEDS OF SALE

All moneys received by the Bank from any proceeding instituted or step taken under this Assignment and any of the Other Security Documents shall subject to statutory priorities (if any), be applied by the Bank in payment of all costs, charges and expenses incurred and payments made by the Bank under the provisions of this Assignment and any of the Other Security Documents and in or towards payment to the Bank of the Sale Price due and remaining unpaid and of all other Indebtedness due and remaining unpaid under this Assignment and any of the Other Security Documents. Any surplus shall be paid to such persons entitled thereto.

SECTION 7.04 DISCHARGE OF PURCHASERS

Upon any sale charge lease disposal or dealing of or in the Property and upon any other dealing or transaction under the provisions herein contained the receipt by the Bank of the purchase money or other money of the Property sold or leased or charged or disposed and any other moneys paid to it shall effectually discharge the purchaser or person paying the same therefrom and from being concerned to see to the application or of being answerable for the loss or misapplication thereof.

SECTION 7.05 APPLICATION TOWARDS PROCEEDS OF SALE

The amount realized by the Bank pursuant to Section 8.09 or Section 14.03 or on a sale of the Property under the provisions of this Assignment shall be applied in the manner provided in the Property Sale Agreement.

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SECTION 7.06 DEFICIENCY IN PROCEEDS OF SALE

If the amount realized by the Bank pursuant to the proceedings referred to in Section 7.02 hereof after the deductions thereof is less than the amount due and payable to the Bank and whether at such sale the Bank is the purchaser or otherwise, the Customer shall pay to the Bank the difference between the amount due and the amount so realized.

SECTION 7.07 BANK'S RIGHT TO COMMENCE FORECLOSURE AND LEGAL PROCEEDINGS CONCURRENTLY

Notwithstanding any provision hereof, it is hereby expressly agreed that upon default or breach by the Customer of any term, covenant, stipulation and/or undertaking herein provided on the part of the Customer to be observed and performed, the Bank shall hereafter have the right to exercise all or any of the remedies available whether by this Assignment or the Property Sale Agreement or the Other Security Documents or by statute or otherwise and shall be entitled to exercise such remedies concurrently, including pursuing all remedies of sale or possession pursuant to this Assignment and civil suit to recover all monies due and owing to the Bank.

SECTION 7.08 VACANT POSSESSION

When the power of sale pursuant to the provisions of this Assignment becomes exercisable by the Bank, the Customer hereby declares and agrees that the Customer will deliver or cause the delivery of vacant possession of the Property to the Bank or any person authorized by it immediately on receiving written demand in that behalf by the Bank.

SECTION 7.09 INVOLUNTARY LOSS

The Bank shall not be answerable for any involuntary loss happening in or about the exercise or execution of any power conferred on the Bank by this Assignment or by statute.

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SECTION 7.10 ENQUIRY BY THIRD PARTIES

No person dealing with the Bank or its attorney or agents shall be concerned to enquire whether the security hereby constituted has become enforceable or whether the power exercised or purported to be exercised has become exercisable or whether any moneys remain due upon the security of this Assignment or to see to the application of any money paid to the Bank or its attorneys or agents and in the absence of fraud on the part of such person such dealing shall be deemed so far as regards the safety and protection of such person to be within the powers hereby conferred and to be valid and effectual accordingly and the remedy of the Customer in respect of any irregularity or impropriety whatsoever in the exercise of such power shall be in damages only.

8. TAKAFUL PROTECTION

SECTION 8.01 TAKAFUL ON PROPERTY

The Customer shall always keep the Property and all fixtures hereafter erected thereon protected under a takaful plan and in the name of the Customer against loss or damage by fire, lightning, tempest, flood, riot, civil commotion, strike, malicious acts and against such other risks as the Bank may from time to time think expedient and keep the same so protected by takaful scheme throughout the duration of this Assignment to its full coverable value to the satisfaction of the Bank with a takaful company approved by the Bank.

SECTION 8.02 TAKAFUL POLICY

Whenever required by the Bank, the Customer shall take up and maintain a family takaful policy or a mortgage decreasing term policy under a takaful mortgage plan as the Bank may in its absolute discretion decide or any other takaful policy guaranteeing the repayment of all the Indebtedness.

SECTION 8.03 RESTRICTION AGAINST ADDITIONAL TAKAFUL POLICY

The Customer shall not except at the request or with the consent in writing of the Bank effect or keep on foot any takaful against any risk in respect of the Property when the Bank has effected or has kept on foot such takaful.

S/N IG1sPSa2xkyQvQ4/2JQcVA
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SECTION 8.04 TERMS AND FORM OF TAKAFUL POLICY

Takaful Policies taken out or effected under this Assignment shall be generally in form and upon terms acceptable to the Bank, and without limitation, shall be subject to the following:-

(a) Names and Insureds

All takaful policies shall be taken out in the name of the Customer and shall be expressly and specifically assigned to and for the benefit of the Bank.

(b) Takaful Operators and Terms

The Customer shall place or cause to be placed takaful policies in takaful companies/ operators approved and nominated by the Bank. All takaful policies shall be valued policies and shall provide that they are payable in Ringgit Malaysia.

(c) Notice of Lapse

Each policy shall provide that it may not lapse, be terminated, cancelled or materially modified without fourteen (14) days' prior notice to the Bank.

(d) Notice of cancellation

The Customer covenants that he shall cause the relevant takaful operators to include the following notice of cancellation or a substantially similar notice of cancellation acceptable to the Bank in each takaful policy taken out:

"Takaful operators agree that the Bank shall be given at least fourteen (14) days' prior telegraphic notice of cancellation, alteration, termination of expiry of this policy or any failure by the Customer to pay contributions as and when due. The Bank shall have no obligation whatsoever to pay any contributions or costs but shall have the right to do so in the event of non payment by the Customer. Takaful operators shall promptly advise the Bank of any act or omission of which the Takaful operators are aware that might void this policy or make the same invalid or unenforceable in whole or in part".

S/N IG1sPSa2xkyQvQ4/2JQcVA
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(e) Loss payable clause

The Customer covenants that he shall cause the relevant insurers to include the following loss payable clause or a substantially similar loss payable clause acceptable to the Bank in each takaful policy taken out:

"This takaful protection and the benefits thereof, including all claims of whatsoever nature in respect of the assets and each and every right hereunder have been assigned to Bank Simpanan Nasional".

SECTION 8.05 ASSIGNMENT OF TAKAFUL POLICY

The Customer hereby assigns to the Bank all the Customer's rights, title and interests in, to and under all Takaful Policies including all proceeds and all benefits thereof and all claims of whatsoever nature thereunder and the rights under such Takaful Policies.

SECTION 8.06 EVIDENCE OF TAKAFUL

On the date of execution of this Assignment or at such later date as the Bank may require, the Customer shall furnish the Bank with the originals of all Takaful Policies assigned hereunder and all binders and certified copies of cover notes or other written evidence satisfactory to the Bank showing that the required takaful of each type has been placed. No change shall be made in any takaful policy without the Bank's prior written consent. The Customer shall promptly furnish the Bank with the duplicate of all policies assigned hereunder, cover notes and certificates and renewals thereof.

SECTION 8.07 BANK'S RIGHT TO COLLECT PROCEEDS

The Bank is hereby authorised but not required, in its own name or in the name of the Customer to demand, collect, give receipts for and prosecute all necessary actions in the courts to recover any and all takaful compensations and payments that may become due and payable under the Takaful Policies. If the Customer at any time fails to pay or cause to be paid when due any takaful contributions, calls or other costs related to obtaining or maintaining the takaful required hereunder, to obtain any required takaful or to deliver to the Bank all policies, certificates, contracts of takaful, binders and cover notes and all renewals thereof as required by the provisions of this Assignment, the Bank may, but is not required to, procure such takaful or pay unpaid contributions, or both, and collect costs. All expenditure incurred thereby shall be for the account of the Customer and shall be deemed to be and form part of the Indebtedness.

S/N IG1sPSa2xkyQvQ4/2JQcVA
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SECTION 8.08 COMPLIANCE WITH TAKAFUL TERMS, LAWS, REGULATIONS ETC

The Customer shall not do any act, allow or permit any act to be done (whether by omission or commission), whereby the Takaful Policies may become void or voidable, or may become a ground of repudiation by the takaful operators or allow the Property to be used in any manner not permitted under the Takaful Policies.

SECTION 8.09 APPLICATION OF TAKAFUL MONEY

The Bank may require any moneys received on any Takaful relating to the Property whether effected by the Bank or by the Customer to be applied in or towards making good the loss or damage in respect of which the moneys are received or receivable or in or towards the discharge of the Sale Price or any other Indebtedness or other moneys secured hereby and under the Other Security Documents and the Customer shall hold any moneys received on such takaful in trust for the Bank and the Bank may receive and give a good discharge for any such moneys.

9. DISCHARGE

SECTION 9.01 DISCHARGE OF INDEBTEDNESS

Subject to Section 13.14 hereof but otherwise notwithstanding anything to the contrary contained herein, it is hereby agreed that upon satisfaction or discharge by repayment or otherwise of the whole of the Customer's Indebtedness all the provisions herein contained shall cease to be of any effect but without prejudice to the Bank's rights and remedies against the Customer in respect of any antecedent claim or breach of covenant.

10. CUSTOMER'S OBLIGATIONS

SECTION 10.01 OBLIGATIONS OF CUSTOMER

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It is expressly agreed, however, that notwithstanding anything contained herein to the contrary, the Customer shall remain liable under the Sale Agreements to observe

performed by him, and the Bank shall have no obligation or liability under the Sale Agreements by reason of or arising out of this Assignment, nor shall the Bank be required or obliged in any manner to observe or perform any of the conditions or obligations of the Customer under or pursuant to the Sale Agreements or to present or file any claim, or to take any other action to enforce the terms of the Sale Agreements.

11. COVENANTS

SECTION 11.01 COVENANTS

The Customer hereby covenants with the Bank that he will:-

(a) duly observe and perform all of the conditions and obligations imposed upon him under the Sale Agreements;

(b) deliver the separate issue document of title or strata title to the Property immediately upon its issuance;

(c) not without the prior consent of the Bank in writing:

(i) terminate or agree to terminate the Sale Agreements; or

(ii) assign or create or suffer to be created any assignment of his right and title to and interest whatsoever in the Property including all his rights and interest under the Sale Agreements; and

(d) execute and deliver such further documents and do such other acts and things as the Bank may from time to time request.

(e) let the Bank have custody or possession of the original copies of the Sale Agreements for as long as the Indebtedness of the Customer remains undischarged.

12. WARRANTIES

SECTION 12.01 WARRANTIES

The Customer represents and warrants that:-

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(a) each of the Sale Agreements is valid and enforceable and is in full force and effect; and

(b) the Customer is not in default under any of the Sale Agreements.

13. GENERAL/MISCELLANEOUS

SECTION 13.01 TIME

Time shall be of the essence of this Assignment but no failure or delay on the part of the Bank in exercising nor any omission to exercise any right, power, privilege or remedy accruing to the Bank under this Assignment or any of the Other Security Documents shall impair any such right, power, privilege, or remedy or be construed as a waiver thereof or an acquiescence in such default; nor shall any action by the Bank in respect of any default or any acquiescence in any such default, affect or impair any right, power, privilege or remedy of the Bank in respect of any other or subsequent default.

SECTION 13.02 RECONSTRUCTION OF THE CUSTOMER

The security, liabilities and obligations created by this Assignment shall continue to be valid and binding for all purposes whatsoever notwithstanding any change by amalgamation reconstruction or otherwise which may be made in the constitution of the Customer, and it is expressly declared that no change whatsoever in relation to or affecting the Customer, shall in any way affect the security, liabilities and obligations created hereunder in relation to any transaction whatsoever whether past present or future.

SECTION 13.03 STAMP DUTY

The Customer shall pay all stamp duties, fees or other charges payable on or incidental to the execution of this Assignment and the subsequent registration of the Charge relating to the Property (upon issuance of the separate document of title or strata title in respect of the Property) and shall reimburse the Bank for any such duties, fees or other charges paid by the Bank.

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SECTION 13.04 MODIFICATION AND INDULGENCE

The Bank may at any time and without in any way affecting the security hereby created:

(a) determine vary or increase any credit or other facility granted to the Customer and may open or continue any account or accounts (or both) with the Customer at any branch or branches of the Bank;

(b) grant to the Customer any time or indulgence;

(c) deal with, exchange, release or modify or abstain from perfecting or enforcing any security or other guarantee or right it may now or at any time hereafter or from time to time have from or against the Customer;

(d) enter into any deed of composition with the Customer.

(e) vary or amend any of the terms of any of the Other Security Documents;

(f) vary the number and or amount of the Instalments or the Instalment Payment Dates.

SECTION 13.05 COSTS

The Customer shall be liable to pay all fees and expenses in connection with or incidental to this Assignment including the Bank's solicitors' fee (on a solicitor and client basis) in connection with the preparation and execution of this Assignment, the Other Security Documents and any other documents related thereto. If the Indebtedness or any part thereof shall be required to be recovered through any process of law, or if the Indebtedness or any part thereof shall be placed in the hands of solicitors for collection, the Customer shall pay (in addition to the moneys then due and payable hereunder) the Bank's solicitors' fees (on a solicitor and client basis) and any other fees and expenses incurred in respect of such collection and the account of the Customer shall be debited accordingly.

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SECTION 13.06 CUMULATIVE REMEDIES

The remedies provided herein are cumulative and are not exclusive of any other remedies provided by law.

SECTION 13.07 EXPENDITURE INCURRED BY THE BANK FOR AND ON BEHALF OF THE CUSTOMER

All moneys expended by the Bank hereunder from time to time for and on behalf of the Customer (relating to takaful, quit rent, assessment, rates, taxes, repairs, legal costs, stamp duties, registration fees and all other outgoings including any expenses incurred by the Bank in visiting, inspecting or reporting on the business of the Customer by the Bank's agents and or consultants) shall be recoverable and be repaid by the Customer on demand by the Bank. In default of such repayment, such moneys shall be deemed to form part of the Indebtedness and to be secured accordingly hereunder and the account of the Customer shall be debited accordingly.

SECTION 13.08 SEVERABILITY

Any term, condition, stipulation, provision, covenant or undertaking contained herein which is illegal, prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such illegality, prohibition or unenforceability without invalidating the remaining provisions hereof and any such illegality, prohibition or unenforceability in any jurisdiction shall not invalidate or render illegal, void or unenforceable any such term, condition, stipulation, provision, covenant or undertaking in any other jurisdiction.

SECTION 13.09 VALUATION OF THE PROPERTY

The Customer hereby authorizes the Bank to value the Property annually or at such intervals as the Bank shall in its absolute discretion decide by any valuer or any officer of the Bank or any person of the Bank's choice at the Customer's sole cost and expense and in the event such valuation reveals that the forced sale value of the Property is lower than that at the date hereof the Bank shall have the absolute discretion to require the Customer within fourteen (14) days from the date of the notice from the Bank to charge, pledge, mortgage or deposit with the Bank the Customer's stocks and shares, assets, movable property and/or the issue documents of title, if any, of all immovable

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properties vested in the Customer of such value as the Bank may from time to time require or for such tenure as the Bank so requires by way of further and additional security for the repayment of the Indebtedness for the time being under this Assignment. If the forced sale value of the Property has in the opinion of the Bank fallen (whose opinion shall not be questioned on any account whatsoever) to the extent that the limit of the Facility and the Bank's profit margin shall be exceeded and the Customer shall fail upon request to provide further and additional security as required by the Bank to restore or maintain the limit of the Facility and such profit margin, the Bank shall be entitled at its absolute discretion to demand and require the Customer to make immediate repayment of such amount and in such manner as may be necessary to reduce the aggregate Indebtedness to levels in maintenance of the limit of the Facility and profit margin thereto and failure by the Customer to do so shall be deemed (with or without notice on the Bank's part) to be an Event of Default.

SECTION 13.10 CROSS-DEFAULT

The Customer hereby expressly agrees that if any sums shall be due from the Customer to the Bank from time to time or at any time or if the Customer may be or become liable to the Bank anywhere on banking account or any other account current or otherwise in any manner whatsoever or if default is made in any provisions of such accounts or in any other banking facilities granted by the Bank to the Customer or in any of the provisions herein, then and in such event, the Indebtedness together with all monies payable under such accounts or other banking facilities aforesaid shall immediately become due and payable and the security herein shall become immediately enforceable.

SECTION 13.11 SUSPENSE ACCOUNT

Any moneys received hereunder may be placed and kept to the credit of a suspense account for so long as the Bank thinks fit without any obligation in the meantime to apply the same or any part thereof in or towards discharge of any money or liability due or incurred by the Customer to the Bank. Notwithstanding any such payment, in the event of proceedings in or analogous to bankruptcy, liquidation, composition or arrangement, the Bank may prove for and agree to accept any dividend or composition in respect of the whole or any part of such money and liability in the [illegible] security had not been created.

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SECTION 13.12 ALL PAYMENTS RECEIVED TO BE PAYMENT IN GROSS

All moneys received by the Bank from any person or estate capable of being applied in reduction of the Indebtedness shall be regarded for all purposes as payments in gross and if a receiving order shall be made against any person liable to the Bank, the Bank may prove for the whole of the moneys then owing and no money received under such proof shall be considered as having been received and the full amount owing shall be payable until the Bank has received from all sources one hundred sen in Ringgit Malaysia and if the amount ultimately received by the Bank exceeds the amount of the ultimate balance owing to the Bank the excess only over such ultimate balance shall be repaid to the person or party on whose account the same shall have been received by the Bank.

SECTION 13.13 DISCLOSURE

(a) **Disclosure to Authoritative Bodies and By Operation of Law**

The Customer hereby consents to the Bank, its officers and agents, to disclose and/or furnish any information (including any personal data) relating to the Customer and/or Customer's account relationship or dealing relationship with the Bank, including but not limited to details of the Facility (which may include other facilities granted or to be granted by the Bank to the Customer), any security taken and transactions undertaken with the Bank to all or any of the following:-

(i) the Bank's head office and branches;

(ii) Bank Negara Malaysia;

(iii) the Central Credit Unit and Central Credit Reference Information System established by Bank Negara Malaysia;

(iv) any person and/or party to whom the Bank is under an obligation to make disclosure under the requirements of any law, rules, regulations and/or guidelines binding on the Bank or any other authority which has jurisdiction over the Bank;

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(vi) the Employees Provident Fund, in the event withdrawal of funds are made by the Customer to finance the Property;

(iv) the Bank's auditors, legal counsel and other professional advisors which the Bank deems fit to disclose; and

(v) any Security Party.

(b) **Disclosure to Subsidiaries**

The Customer hereby agrees that as long as the Facility continues and/or as long as any moneys due thereunder remain outstanding, the Bank shall be entitled to disclose information on his business (including his accounts and/or future accounts) with the Bank to companies which are or which in future may be a subsidiary of the Bank and that the subsidiaries of the Bank shall also be entitled to make such disclosure to the Bank and/or to the other said subsidiaries PROVIDED THAT to whom such information is disclosed to and the purpose of such disclosure will be notified by the Bank to the Customer PROVIDED FURTHER THAT the Bank shall take all reasonable care to ensure that such information shall remain confidential within the Bank's group of subsidiaries.

(c) **Disclosure to Third Parties**

The disclosure of the Customer's information (excluding information relating to the affairs or account of the Customer) to third parties shall be subject to the Customer's express consent to the same.

SECTION 13.14 CONSOLIDATION AND COMBINATION OF ACCOUNTS

(1) It is expressly agreed and declared that unless the Bank otherwise agrees, the Customer shall not be entitled to redeem or require the release or discharge of any security given by the Customer to the Bank and whether given now or hereafter except on payment by the Customer of not only all moneys referred to herein but also all moneys whatsoever and howsoever owing or payable or due from the Customer to the Bank under any other account whether as a customer, guarantor, Customer or howsoever or otherwise with the Bank, and without prejudice to the generality of the

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foregoing it is hereby expressly agreed and declared that unless the Bank otherwise agrees in writing the Assignment created herein shall not be terminated except on payment:

(i) of all the Indebtedness; and

(ii) of all other moneys due and owing to the Bank by the Customer under any account with the Bank whether or not and howsoever secured; and

(iii) of all moneys secured by any other security created by the Customer or by any person through whom the Customer claims in favour of or vested in the Bank.

(2) The Bank further reserves the right at any time at its absolute discretion and without notice to the Customer to combine or consolidate all or any of his accounts including jointly with others (of any nature whatsoever whether subject to notice or not) wheresoever situate with any liabilities and obligations owed or incurred by the Customer to the Bank and set-off or transfer any sum standing to the credit of any one or more of such accounts in or towards satisfaction of moneys obligations and liabilities due and payable to the Bank by giving seven (7) day notice prior to the set-off or transfer.

SECTION 13.15 EXTENT OF AGREEMENT

This Assignment binds the heirs, assigns, personal representatives and successors-in-title, as the case may be, of the parties hereto.

SECTION 13.16 CERTIFICATE OF INDEBTEDNESS

It is hereby agreed that any admission or acknowledgement in writing by the Customer or any person authorized on behalf of the Customer or a judgment (by default or otherwise obtained against the Customer) or a statement of account in writing showing the Indebtedness of the Customer which is duly certified by an authorized officer of the Bank shall be binding and conclusive evidence against the Customer for whatever purpose including as being conclusive evidence of Indebtedness in a court of law.

SECTION 13.17 GENERAL INDEMNITY

The Customer shall at all times hereafter save harmless and keep the Bank indemnified against all actions, proceedings, claims, demands, penalties, costs and expenses which may be brought or made against or incurred by the Bank by reason or on

S/N IG1sPSa2xkyQvQ4/2JQcVA
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account of the non-observance of all or any of the stipulations on the part of the Customer contained in the Sale Agreements or otherwise howsoever.

SECTION 13.18 EFFECTIVE DATE

The parties hereto agree that this Assignment shall come into force on the date as stated in the preamble hereto irrespective of the diverse dates upon which they may have each executed this Assignment respectively.

SECTION 13.19 RIGHT TO ASSIGN

(i) The Bank may at any time transfer or assign the benefit of this security to any person.

(ii) All costs and expenses of the Bank and of the transferee or assignee of and incidental to such transfer or assignment shall be payable by the Customer.

SECTION 13.20 SECTION 28 OF THE DEVELOPMENT FINANCIAL INSTITUTIONS ACT 2002 ("DFIA")

The consent of the Bank to this Assignment including the consent of the Bank to make available the Facility is conditional upon, and subject at all times to, the representation of the Customer that the restrictions contained in Section 28 of the DFIA are not applicable. If at any time during the currency of this Assignment the Bank discovers that there had been an infringement of the said section, or that the continued performance of this Assignment will be in violation of the said section, the Bank is entitled forthwith to exercise all of its rights contained herein and in the Property Sale Agreement and any of the Other Security Documents.

SECTION 13.21 DEBIT OF ACCOUNT

The Bank is hereby authorized at any time without notice to the Customer to debit any of the Customer's account with the Bank in respect of bank charges and all other moneys due and payable hereunder and under the Other Security Documents.

S/N IG1sPSa2xkyQvQ4/2JQcVA
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SECTION 13.22 WAIVER

Notwithstanding the fact that the Bank may not have exercised any of the remedies available to it immediately on default by the Customer or that the Bank may have accepted moneys from the Customer after such default the Bank shall not be held to have waived its rights or condoned or acquiesced in such default and may at any time thereafter exercise all or any of the remedies available to it and any delay on the part of the Bank in taking steps to enforce the remedies conferred on or available to it by this Assignment and the Other Security Documents shall not be held to prejudice its right of action in respect thereof nor shall any action of the Bank in respect of any default impair or prejudice any right power or remedy of the Bank in respect of any other or subsequent default.

SECTION 13.23 CHANGES IN THE CONSTITUTION OF THE BANK

This Assignment shall continue to bind the Customer notwithstanding any amalgamation or merger that may be effected by the Bank with any other company or companies and notwithstanding any reconstruction by the Bank involving the formation of and the transfer of the whole or any part of its undertaking and assets to a new company and notwithstanding the sale and transfer of the whole or any part of the undertaking and assets of the Bank to another company, whether the company or companies with which the Bank may amalgamate or merge or the company to which the Bank may transfer the whole or any part of its undertaking and assets either on a reconstruction or sale or transfer as stated above shall or shall not differ from the Bank in their or its objects, character or constitution, it being the intent of the Customer that this Assignment shall remain valid and effectual in all respects in favour of against and with reference to, and that the benefit of this Assignment and all rights conferred upon the Bank by this Assignment may be assigned to and enforced by, any such company or companies and proceeded on in the same manner to all intents and purposes as if such company or companies had been named in this Assignment instead of and/or in addition to the Bank.

14. GOVERNMENT ACQUISITION

SECTION 14.01 GOVERNMENT ACQUISITION

S/N IG1sPSa2xkyQvQ4/2JQcVA
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In the event that the Property or any part thereof shall at any time become the subject matter of or be included in any notice notification or declaration concerning or

relating to acquisition by government or any governmental authority or any enquiry or proceedings in respect thereof or if any government or governmental authority shall condemn, nationalise, seize or otherwise expropriate all or any substantial part of the Property or other assets of the Customer or shall have assumed custody or control of such property or other assets or of the business or operations of the Customer or shall have taken any action for the winding up of the Customer or any action that would prevent the Customer or his officers from carrying on the operations of the Customer the Customer shall forthwith inform the Bank of the same and shall forward to the Bank a copy or copies of any such notice notification or declaration as soon as the same shall be delivered to or served on the Customer.

SECTION 14.02 POWER TO ENGAGE ADVISERS

The Bank shall be entitled to engage such advisers and agents (including solicitors and valuers) as it may think fit for the purpose of appearing or advising upon any enquiry or proceedings affecting concerning or relating to any such acquisition, expropriation or any of the matters referred to in Section 14.01 hereof at the expense of the Customer

SECTION 14.03 APPLICATION OF COMPENSATION MONEYS

All moneys received as or by way of compensation in respect of any of the matters referred to in Section 14.01 hereof shall be applied in or towards the discharge or repayment of the secured by this Assignment and the Property Sale Agreement and the Other Security Documents and the Customer shall, and hereby declares that he will hold all such moneys if paid to and received by him hereunder in trust for the Bank and the Customer agrees and confirms that the Bank may receive and give a good discharge for all such moneys.

15. POWER OF ATTORNEY

The Customer hereby irrevocably appoints the Bank or any person or corporate body authorised by the Bank to be his attorney of the Customer and in his name or in his behalf to deal with the Property in any manner whatsoever and to enforce all rights and remedies under the instruments of title or any of them and do all other things as fully and effectually as the Customer could do himself do in connection therewith and in particular but without prejudice to the generality of the foregoing to:-

S/N IG1sPSa2XkyQVQ4/2JQcVA
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(a) accept the transfer of the property from the developer/proprietor/vendor upon issuance of the separate document of title to the Property; and/or

(b) charge the Property to the Bank as security for the monies secured : and/or

(c) assign, sell, let, lease or demise the Property or any part thereof and

(d) do all whatsoever acts and execute whatsoever documents to give effect to such transfer, charge, sale, letting, lease or demise or which the Bank may deem necessary on any sale by the Bank of the Customer's rights, title and interest in the Property under the power of sale conferred by this Assignment;

(e) give a good receipt for the purchase moneys received; and

(f) do and perform all whatsoever acts matters things necessary or expedient for the registration of any instruments fully and effectually as the Customer could himself do if the Customer were personally present, and

(g) substitute and appoint one or more attorneys under him for all or any of the purposes aforesaid as he shall think fit

AND the Customer hereby agrees and undertakes at all times hereafter to ratify and confirm whatsoever the said attorney or his attorney(s) shall lawfully do or cause to be done in and concerning the Property by virtue of this Assignment.

16. LAW AND LEGAL PROCESS

SECTION 16.01 LAW

The parties hereto agree that this Assignment shall be governed by the laws of Malaysia and agree to submit to the jurisdiction of the Courts of Malaysia and further agree that service of any Legal Process may be effected in the manner set out in Section 16.02 hereof.

S/N IG1sPSa2xkyQvQ4/2JQcVA
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SECTION 16.02 SERVICE OF LEGAL PROCESS

(a) Any demand notice or request for payment of the Sale Price and other moneys and any notice or request required or permitted to be given or made under this Assignment to the Bank or the Customer shall be in writing and shall be under the hand of any director or any authorised officer of the parties hereto and sent to the addresses specified hereto.

(b) The service of any such demand, notice and or request shall be deemed to have been sufficiently given or made if sent:-

(i) by prepaid registered mail and addressed as aforesaid or sent to such other address as provided by the relevant party, three (3) business days after posting;

(ii) by facsimile, on the Business Day immediately after transmission provided the Bank has received an answer back confirmation.

(iii) by telegram, twenty-four (24) hours after the date of dispatch;

(iv) by personal delivery, at the time of delivery.

(c) The service of any legal process by the Bank on the Customer may be given by prepaid registered post sent to the Customer's address last known to the Bank and such legal process shall be deemed to have been duly served after the expiration of three (3) days from the date it is posted and if delivered by hand on the day when it is delivered and duly acknowledged.

(d) No change of address of service howsoever brought about shall be effective or binding on the Bank unless the Customer has given to the Bank actual notice of the change of address for service and nothing done in reliance on Section 16.02(c) shall be affected or prejudiced by any subsequent change in the address of service over which the Bank has no actual knowledge of at the time the act or thing was done or carried out.

S/N IG1sPSa2xkyQvQ4/2JQcVA
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SECTION 16.03 PRINCIPAL AND SECONDARY INSTRUMENTS

IT IS HEREBY AGREED AND DECLARED THAT this Assignment, the Letter of Offer, the Property Sale Agreement and the Memorandum of Deposit and all other related documents, are all instruments employed in one transaction to secure the Sale Price within the meaning of Section 4(3) of the Stamp Act, 1949 (including any amendments thereto) and for the purpose of the said section, the Property Sale Agreement is deemed to be the primary or principal instrument and this Assignment, the Letter of Offer, and the Memorandum of Deposit (if applicable) and all other related documents, the auxiliary or secondary instruments.

The remainder of this page is intentionally left blank

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IN WITNESS WHEREOF the hand of the Attorney of the Bank and the hand of the Customer or its Common Seal were hereunto written/affixed the day and year first above written.

SIGNED by the Customer)
SHEIKH ANNUAR BIN SHAIK)
ABDUL RAHIM)
NRIC No. 660906-02-5241)
in the presence of:-)

SHEIKH ANNUAR BIN SHAIK ABDUL RAHIM
(NRIC No. 660906-02-5241)

CHEW CHUNG HUAY
BAR COUNCIL NO. BC/C/601
ADVOCATE & SOLICITOR
SELANGOR

*The Common Seal of the)
Customer)
)
)
was hereunto affixed)
in the presence of:-)

* to delete if not applicable

Director Director/Secretary

SIGNED by)
)
as Attorney for the Bank)
BANK SIMPANAN NASIONAL)
in the presence of:-)

SYED AHMAD AZAHARI BIN SYED MOHD NOR
NO. K/P: 680628-08-5209
EKSEKUTIF KANAN
BANK SIMPANAN NASIONAL

CHEW CHUNG HUAY
BAR COUNCIL NO. BC/C/601
ADVOCATE & SOLICITOR
SELANGOR

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THE FIRST SCHEDULE

(which is to be read and construed as an integral part of this Charge)

1.	Name and description of the Customer	SHEIKH ANNUAR BIN SHAIK ABDUL RAHIM (NRIC No. 660906-02-5241) of D6-5, Desa Impiana, Puchong Prima, 47100 Puchong, Selangor Darul Ehsan
2.	(a) Address For Service (Bank)	Jabatan Operasi Pemuncitan Kredit Tingkat 2 117, Wisma BSN, Jalan Ampang 50450 Kuala Lumpur
	(b) Address For Service (Customer)	D6-5, Desa Impiana, Puchong Prima, 47100 Puchong, Selangor Darul Ehsan
3.	Description of the Property	A piece of land with a 3 Storey Bungalow House known as Parcel No. P3-3B050, Type E-Intermediate, Garden Residence and held under Master Title Geran 312711, Lot No. 105101, Mukim Dengkil, Daerah Sepang, Negeri Selangor bearing postal Address: No.24, GR3/5, Jacaranda, Garden Residensi, Cyber 3, 63000 Cyberjaya, Selangor Darul Ehsan
4.	The Sale Price	RINGGIT MALAYSIA Five Million Seven Hundred Ninety One Thousand Nine Hundred

S/N IG1sPSa2xkyQvQ4/2JQcVA
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		Facility During the Facility Period, Ibra' (rebate) shall be given in accordance with the method to be determined by the Bank based on the difference between CPR and EPR. **Note:** **i) CPR** is the Contracted Profit Rate which is the ceiling profit rate for the sale of the Property. **ii) EPR** is the Bank's Effective Profit Rate. EPR shall not exceed the CPR. Ibra' (rebate) shall be given by the Bank for difference between the CPR and EPR. **iii) BFR** The Base Financing Rate. The Bank's current BFR is at 6.55 % per annum.
5.	Instalments and Amount	RM13,845.80 *~~For No Tier~~ The Instalment of ~~RM13,846.80~~ to be paid in monthly instalments based on EPR. The EPR shall be BFR *~~*minus / plus~~* 2.40 % per annum. *to delete if not applicable *For 2 Tier For the first N/A months ("**The 1st Period**"), the monthly instalment is RM During The 1st Period, the EPR shall be *fixed at /*(BFR *minus / *plus % per annum. From the month until the end of the tenure ("**The 2nd Period**"), the monthly instalment is RM . During The 2nd Period, the EPR shall be BFR *minus / *plus % per annum. *to delete if not applicable *For 3 Tier For the first N/A months ("**The 1st Period**"), the monthly instalment is RM During The 1st Period, the EPR shall be *fixed at /*(BFR *minus / *plus % per annum. From the month until the month ("**The 2nd Period**"), the monthly instalment is RM . During The 2nd Period, the EPR shall be *fixed at /*(BFR *minus / *plus % per annum. From the month until the end of the tenure

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S/N IG1sPSa2xkyQvQ4/2JQcVA
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		("~~The 3rd Period~~"), ~~the monthly instalment is~~ RM . During ~~The 3rd~~ Period, the EPR shall be BFR ~~*minus / *plus~~ % per ~~annum.~~ *to delete if not applicable The monthly instalments may vary subject to the changes of the EPR. The instalments are payable commencing on the 1st day of the month following next after the date of first payment/disbursement of the Facility and each subsequent Instalments to be paid on the same day of each and every succeeding month until the whole of the Sale Price shall be fully paid. The Bank would notify the Customer of any changes of the instalment amount as a result of changes in the EPR. **<u>If the Property is Under Construction</u>** i) The instalment is only for the profit portion based on the amount disbursed to the Developer/Vendor ii) In the event the Property is completed earlier than the expected progressive period and the Facility is fully disbursed earlier than expected, the EPR applicable for the respective Period shall remain unchanged. iii)In the occurrence of the event described in paragraph (ii), the instalment amount for the affected Period(s) shall change as the instalment would include the principal amount and the profit charged.
6.	Late Payment Charges	Late Payment Charges may comprise *Ta'widh* and *Gharamah*.Formula for Late Payment Charges is as follow: **a) Within the Facility Period** **Late Payment Charges** Overdue instalment(s) x AFR* x No. of overdue day(s) 365 ***Ta'widh*** Overdue instalment (s) x 1% x No. of overdue day(s) 365 ***Gharamah* (if any)** Late Payment Charges – *Ta'widh* **b) After the Facility Period**

S/N IG1sPSa2xkyQvQ4/2JQcVA
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		Outstanding principal x AFR* x No. of overdue day(s) 365 ***Ta'widh*** Outstanding principal x IIMM** x No. of overdue day(s) 365 ***Gharamah* (if any)** Late Payment Charges – *Ta'widh* *Average Financing Rate (AFR) refers to the rate as may be determined by the Bank and subject to change from time to time. **Islamic Interbank Money Market (IIMM) refers to the rate as may be determined by BNM from time to time

THE SECOND SCHEDULE

(Which is to be taken read and construed as an integral part of this Assignment)

Additional Representations and Warranties

S/N IG1sPSa2xkyQvQ4/2JQcVA
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AUTHENTICATION OF POWER OF ATTORNEY

I, CHEW CHUNG HUAY an Advocate and Solicitor of the High Court of Malaya practicing at Petaling Jaya
hereby certify that the above signature of the Customer was written in my presence on this day of 18 APR 2014 200 and is according to my own personal knowledge the true signature of

SHEIKH ANNUAR BIN SHAIK ABDUL RAHIM (NRIC No. 660906-02-5241)

who has acknowledged to me that he is of full age and that he has freely and voluntarily and with full understanding of the terms contained in this Assignment.

Witness my hand,

CHEW CHUNG HUAY
BAR COUNCIL NO: D/C/601
ADVOCATE & SOLICITOR
SELANGOR

No. Pendaftaran 34473/14
Salinan Pendua/Salinan Benar disimpan
Di Mahkamah Tinggi Kuala Lumpur
Pada 29 APR 2014
Dibandingkan dengan asal

Keraoi

Timbalan Pendaftar/
Penolong Kanan Pendaftar
Mahkamah Tinggi
Kuala Lumpur

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*AUTHENTICATION OF POWER OF ATTORNEY

I,

an Advocate and Solicitor of the High Court of Malaya practicing at

hereby certify that on this day of 20 the Common Seal of the Customer was duly affixed to the within written instrument in my presence in accordance with the regulations of the Customer.

Witness my hand

* to delete if not applicable

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WARTA KERAJAAN PERSEKUTUAN

2 Julai 2012
P.U. (A) 205

KAEDAH-KAEDAH MAHKAMAH 2012

DISIARKAN OLEH
JABATAN PEGUAM NEGARA

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(c) pada masa permohonan itu sama ada kuasa ejen itu belum lagi ditentukan atau dia masih lagi mengadakan hubungan perniagaan dengan prinsipalnya,

Mahkamah boleh membenarkan penyampaian suatu writ memulakan suatu tindakan yang berhubungan dengan kontrak itu supaya dilaksanakan ke atas ejen dan bukan ke atas prinsipal.

(2) Suatu perintah di bawah kaedah ini yang membenarkan penyampaian suatu writ kepada ejen defendan mestilah mengehadkan masa yang dalamnya defendan memasukkan suatu kehadiran.

(3) Jika suatu perintah dibuat di bawah kaedah ini yang membenarkan penyampaian suatu writ kepada ejen defendan, suatu salinan perintah itu dan writ hendaklah dihantar melalui pos kepada defendan di alamatnya di luar bidang kuasa.

Penyampaian writ menurut kontrak (A. 10, k. 3)

3. (1) Jika—

(a) suatu kontrak mengandungi suatu terma yang kesannya bahawa Mahkamah hendaklah mempunyai bidang kuasa untuk mendengar dan menentukan apa-apa tindakan berkenaan dengan suatu kontrak atau, selain daripada apa-apa terma yang sedemikian, Mahkamah mempunyai bidang kuasa untuk mendengar dan menentukan apa-apa tindakan yang sedemikian; dan

(b) kontrak itu memperuntukkan bahawa, dalam keadaan apa-apa tindakan berkenaan dengan kontrak itu dimulakan, proses yang dengannya dimulakan bolehlah disampaikan kepada defendan, atau mana-mana orang lain bagi pihaknya sebagaimana yang dinyatakan dalam kontrak itu, mengikut cara atau tempat (sama ada di dalam atau di luar bidang kuasa) sebagaimana yang boleh dinyatakan,

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maka, sekiranya suatu tindakan berkenaan dengan kontrak itu dimulakan di Mahkamah dan writ yang melaluinya dimulakan disampaikan mengikut kontrak, writ itu hendaklah, tertakluk kepada perenggan (2), disifatkan telah disampaikan dengan sempurnanya kepada defendan.

(2) Suatu notis writ yang disampaikan di luar bidang kuasa mengikut suatu kontrak tidak boleh disifatkan telah disampaikan dengan sempurnanya kepada defendan mengikut perenggan (1) melainkan jika kebenaran untuk menyampaikan notis itu di luar bidang kuasa telah diberikan di bawah Aturan 11, kaedah 1 atau 2.

Penyampaian writ dalam tindakan tertentu bagi milikan harta tak alih (A. 10, k. 4)

4. Jika suatu writ diendorskan dengan suatu tuntutan untuk milikan harta tak alih, Mahkamah boleh—

(a) sekiranya berpuas hati atas suatu permohonan secara *ex parte* bahawa tiada orang yang mempunyai milikan ke atas harta tak alih itu dan bahawa penyampaian itu tidak dapat dilaksanakan ke atas mana-mana defendan, membenarkan penyampaian kepada defendan itu supaya dilaksanakan dengan menampalkan suatu salinan writ pada beberapa bahagian yang mudah dilihat pada harta tak alih itu; atau

(b) sekiranya berpuas hati atas suatu permohonan bahawa tiada orang yang mempunyai milikan ke atas harta tak alih itu dan bahawa penyampaian tidak dapat dilaksanakan ke atas mana-mana defendan, memerintahkan bahawa penyampaian telah pun dilaksanakan dengan menampalkan satu salinan writ pada beberapa bahagian yang mudah dilihat pada harta tak alih itu hendaklah dikira sebagai penyampaian yang sempurna kepada defendan.

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DALAM MAHKAMAH TINGGI MALAYA DI KUALA LUMPUR

DALAM WILAYAH PERSEKUTUAN, MALAYSIA

GUAMAN NO: WA-22M-507-05/2023

ANTARA

BANK SIMPANAN NASIONAL **....PLAINTIF**

DAN

SHEIKH ANNUAR BIN SHAIK ABDUL RAHIM **....DEFENDAN**
(No. K/P: 660906-02-5241)

PERAKUAN MENGENAL PASTI EKSHIBIT

Saya, dengan ini mengakui bahawa Ekshibit berikut bertanda sebagai "SMR-3" yang rujuk dalam Afidavit Sofia Binti Madarsah Rawter yang telah diikrarkan di hadapan saya pada 29 MAY 2023

Di hadapan saya,

PESURUHJAYA SUMPAH
W728
HJ. WAN AZMAN B.
HJ. WAN ABDULLAH
1 JAN 2021 - 31 DEC 2023
Pesurujaya Sumpah
MALAYSIA

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Encl No. 1

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DALAM MAHKAMAH TINGGI MALAYA DI KUALA LUMPUR
DALAM NEGERI WILAYAH PERSEKUTUAN, MALAYSIA

GUAMAN NO: TAHUN 2023

ANTARA

BANK SIMPANAN NASIONAL **....PLAINTIF**

DAN

SHEIKH ANNUAR BIN SHAIK ABDUL RAHIM **....DEFENDAN**
(No. K/P: 660906-02-5241)

WRIT SAMAN

"YANG AMAT ARIF, HAKIM BESAR MALAYA ATAS NAMA YANG DI PERTUAN AGONG".

Kepada :

SHEIKH ANNUAR BIN SHAIK ABDUL RAHIM
D6-5, DESA IMPIANA
PUCHONG PRIMA
47100 PUCHONG SELANGOR

dan/atau

SHEIKH ANNUAR BIN SHAIK ABDUL RAHIM
32, JALAN PUTRA PERMAI 10/2C
PUTRA HEIGHTS, 47650
SUBANG JAYA SELANGOR

dan/atau

SHEIKH ANNUAR BIN SHAIK ABDUL RAHIM
NO 24, GR3/5, JACARANDA
GARDEN RESIDENSI, CYBER 3,
63000 CYBERJAYA,
SELANGOR DARUL EHSAN

dan/atau

SHEIKH ANNUAR BIN SHAIK ABDUL RAHIM
NO 22A, JALAN GR3/5, JACARANDA
GARDEN RESIDENSI, CYBER 3,
63000 CYBERJAYA,
SELANGOR DARUL EHSAN

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KAMI PERINTAHKAN KAMU bahawa dalam tempoh Empat Belas (14) hari selepas penyampaian Writ ini ke atas kamu, termasuklah hari penyampaian itu, kamu hendaklah menyebabkan suatu kehadiran dimasukkan untuk diri kamu dalam suatu kausa atas guaman Plaintif yang tersebut di atas.

DAN AMBIL PERHATIAN bahawa, jika kamu ingkar berbuat demikian, Plaintif boleh meneruskan untuk mendapatkan penghakiman dan pelaksanaan.

DISAKSIKAN oleh Pesuruhjaya Sumpah Pendaftar Mahkamah Tinggi di Kuala Lumpur pada 11 haribulan Mei ,2023.

Tetuan Sofia Darmindr & Associates

AIROL AMIRUL BIN LIM
Penolong Kanan Pendaftar
Mahkamah Tinggi Malaya
Pendaftar Kuala Lumpur
Mahkamah Tinggi
Kuala Lumpur

METERAI MAHKAMAH TINGGI MALAYA KUALA LUMPUR

Memorandum yang hendak diturunkan pada Writ

Writ ini tidak boleh disampaikan lebih daripada enam (6) bulan calendar selepas tarikh di atas melainkan jika diperbaharui melalui perintah Mahkamah.

Defendan (atau Defendan-defendan) boleh hacir bersama dengan memasukkan kehadiran (atau kehadiran-kehadiran) samada sendiri atau melalui peguamcara di Pejabat pendaftaran, Mahkamah.

Defendan-defendan yang hadir sendiri boleh, jika dikehendakinya, memasukkan kehadiran melalui pos dan borang-borang yang tertentu bolehlah didapati dengan menghantar kiriman pos berharga RM10.00 berserta sampul surat beralamat sendiri kepada Pendaftar, Mahkamah Tinggi di Kuala Lumpur.

PENGINDORSAN TUNTUTAN

Tuntutan Plaintif terhadap Defendan sebagai Pelanggan adalah untuk wang sebanyak **RM4,633,768.25** setakat **07.05.2023** dan caj gantirugi lewat bayar (Ta'widh) sebanyak **1.00%** keatas amaun bayaran yang tertunggak dikira dari **08.05.2023** sehingga tarikh penyelesaian penuh di bawah kemudahan Perjanjian Pembiayaan Perumahan –i BSN

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An Naim di bawah No.Akaun **0895851022300016 / 14100-72-049327-14** yang telah diberikan oleh Plaintif kepada Defendan.

Dan RM.....(atau sekian banyak wang sebagaimana yang dibenarkan setelah ditetapkan) untuk kos, dan juga, jika Plaintif dapat perintah untuk penyampaian ganti, jumlah wang selanjutnya sebanyak RM..... (atau sekian banyak wang sebagaimana yang dibenarkan setelah ditetapkan). Jika amaun yang dituntut dan kos yang dibayar kepada Plaintif atau peguamcaranya dalam tempoh lapan (8) hari selepas penyampaian Writ ini (termasuklah hari penyampaian) prosiding seterusnya akan ditangguhkan, tetapi jika ternyata daripada pengindorsan pada Writ itu bahawa Plaintif adalah bermastautin di luar Wilayah terjadual, sebagai yang ditakrifkan dalam Akta Pertukaran Kawalan 1953, atau adalah bertindak mengikut perintah atau bagi pihak seseorang yang bermastautin sedemikian prosiding akan hanya ditangguhkan jika amaun yang dituntut dan kos dibayar ke dalam Mahkamah dalam masa yang tersebut itu dan notis pembayaran itu diberi kepada Plaintif atau peguamcaranya.

PENGINDORSAN TENTANG PEGUAMCARA DAN ALAMAT

Writ Saman ini difailkan oleh Tetuan Sofia Darmindr & Associates, peguamcara bagi pihak Plaintif yang beralamat di L8-14 Level 8, Brem Mall, Jalan Kepong, 52000 Kuala Lumpur.

PENGINDORSAN TENTANG PENYAMPAIAN

Writ ini telah disampaikan oleh ....dengan cara penyampaian Kediri / A.R.Berdaftar berbayar dahulu / penyampaian ganti kepada Defendan yang saya kenali / yang telah ditunjukkan kepada saya oleh ...../ yang telah mengaku kepada saya bahawa dia telah adalah..... .....di pada haribulan , 2023.

Diindorskan pada haribulan , 2023.

.....

Penghantar Saman

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DALAM MAHKAMAH TINGGI MALAYA DI KUALA LUMPUR

DALAM NEGERI WILAYAH PERSEKUTUAN, MALAYSIA

GUAMAN NO: TAHUN 2023

ANTARA

BANK SIMPANAN NASIONAL **....PLAINTIF**

DAN

SHEIKH ANNUAR BIN SHAIK ABDUL RAHIM **....DEFENDAN**
(No. K/P: 660906-02-5241)

PERNYATAAN TUNTUTAN

1. Plaintif adalah sebuah badan berkanun yang ditubuhkan di Malaysia di bawah Akta Bank Simpanan Nasional 1974 yang menjalankan urusniaga di Seksyen Litigasi Perumahan & Sewa Beli, Jabatan Pemulihan Kredit, Tingkat 6, Wisma BSN, 117 Jalan Ampang 50450 Kuala Lumpur dan mengendalikan kemudahan pinjaman perumahan.

2. Defendan adalah seorang individu warganegara Malaysia yang cukup umur dan pada semua masa yang material merupakan pelanggan Plaintif dan yang mempunyai alamat penyampaian terakhir yang diketahui di D6-5, Desa Impiana Puchong Prima 47100 Puchong Selangor, di 32, Jalan Putra Permai 10/2C Putra Heights, 47650 Subang Jaya Selangor, di No 24, GR3/5, Jacaranda Garden Residensi, Cyber 3, 63000 Cyberjaya, Selangor Darul Ehsan dan di No 22A, Jalan GR3/5, Jacaranda Garden Residensi, Cyber 3, 63000 Cyberjaya, Selangor Darul Ehsan.

3 Atas permintaan Defendan dan melalui Surat Tawaran Plaintif yang bertarikh **13.01.2014** (kemudian daripada ini dirujuk sebagai "Surat Tawaran tersebut") yang dilaksanakan diantara Plaintif dan Defendan, Plaintif telah bersetuju memberikan satu kemudahan Pembiayaan Pembiayaan –i BSN An Naim dibawah Prinsip Bai' Bithaman Ajil (BBA) berjumlah **RM2,326,283.00** kepada Defendan (kemudian daripada ini dirujuk

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sebagai "Pembiayaan Perumahan tersebut") berpandukan terma-terma dan syarat-syarat yang terkandung di dalam Surat Tawaran tersebut. Plaintif akan merujuk kepada terma-terma dan syarat-syarat surat tawaran tersebut sewaktu perbicaraan untuk kesan sepenuhnya.

4. Berdasarkan Surat Tawaran tersebut dan sebagai sekuriti kepada pinjaman tersebut Defendan telah menggadai dan/atau menyerahkan hak kepada Plaintif keatas hartanah yang dikenali sebagai Parcel No P3-3B050, Type E-Intermediate, Garden Residence Held Under Master Title Geran 312711, Lot No 105101, Mukim Dengkil, Daerah Sepang, State Of Selangor Darul Ehsan (No 24, GR3/5, Jacaranda, Garden Residensi, Cyber 3, 63000 Cyberjaya, Selangor Darul Ehsan) (kemudian daripada ini dikenali sebagai "Hartanah tersebut") melalui Suratcara Penyerahan Hak (Deed of Assigment) dan Perjanjian Surat Kuasa Wakil bertarikh 18.04.2014 dengan No Pendaftaran 34473/14 dan yang telah di daftarkan di Mahkamah Tinggi Kuala Lumpur pada 29.04.2014 (selepas dari ini dirujuk sebagai "DOA" tersebut) yang telah dilaksanakan berpandukan terma-terma dan syarat-syarat yang terkandung di dalam DOA berkenaan. Plaintif akan merujuk kepada terma-terma dan syarat-syarat DOA tersebut sewaktu perbicaraan untuk kesan sepenuhnya.

5 Selaras dengan Surat Tawaran tersebut Defendan telah menandatangani Perjanjian Belian Hartanah (Property Purchase Agreement) bertarikh **18.04.2014** dimana pihak Plaintif telah bersetuju membeli hartanah berkenaan daripada pihak Defendan , dan pihak Defendan telah bersetuju untuk menjual hartanah tersebut dengan Harga Belian sebanyak **RM2,326,283.00**. Paintif akan merujuk kepada Perjanjian Belian Hartanah (Property Purchase Agreement) berkenaan semasa perbicaraan kelak untuk kesan sepenuhnya.

6 Selaras dengan terma Surat Tawaran tersebut dan juga Prinsip Syariah Al-Bai Bithaman Ajil, suatu Perjanjian Jualan Hartanah (Property Sale Agreement) bertarikh **18.04.2014** telah dilaksanakan antara Plaintif dan Defendan , melalui mana Plaintif telah bersetuju untuk menjual kepada Defendan dan Defendan

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telah bersetuju untuk membeli dari Plaintif hartanah tersebut bebas dari sekatan tertakluk kepada syarat-syarat nyata yang dicatit di dalam Perjanjian Jualan Hartanah (Property Sale Agreement) tersebut pada harga jualan sebanyak **RM5,791,920.12** ("harga jualan"). Plaintif akan merujuk kepada Perjanjian Jualan Hartanah (Property Sale Agreement) berkenaan semasa perbicaraan kelak untuk kesan sepenuhnya.

7. Di bawah Surat Tawaran dan Perjanjian-Perjanjian tersebut Defendan dikehendaki membayar Harga Jualan kepada Plaintif melalui ansuran bulanan selama **252 bulan** di mana ansurannya adalah sebanyak **RM13,845.80**.

8 Sekiranya pihak Defendan gagal membuat pembayaran ansuran bulanan maka pihak Plaintif berhak mengenakan gantirugi lewat bayar mengikut kaedah yang ditetapkan oleh Bank Negara Malaysia (BNM) dan ansuran bulanan yang tertunggak boleh dikenakan gantirugi lewat bayar berdasarkan formula berikut :

$$\frac{\text{Ansuran Bulanan Tertunggak x Purata Kadar Keuntungan (AFR) x Bilangan Hari Tertunggak}}{365}$$

Jika Defendan gagal menjelaskan bayaran Ansuran bulanan di dalam tempoh yang ditetapkan, gantirugi adalah berdasarkan formula diatas dan sekiranya kemudahan tersebut telah tamat tempoh atau telah matang, pengiraan gantirugi adalah berdasarkan formula berikut :

$$\frac{\text{Baki Harga Belian x Purata Kadar Pembiayaan (AFR) x Bilangan Hari Tertunggak}}{365}$$

Caj bayaran lewat akan dikira atas dasar bulanan dan boleh mengandungi Ta'widh (gantirugi) dan Gharamah (penalti). Dan AFR adalah merujuk kepada purata kadar keuntungan yang di tentukan oleh pihak Bank dan tertakluk kepada perubahan dari masa ke masa.

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9. Defendan telah memungkiri terma-terma Perjanjian-Perjanjian tersebut apabila gagal dan/atau cuai dan/atau enggan membuat bayaran ansuran ke atas kemudahan pembiayaan perumahan tersebut seperti yang dikehendaki.

10. Pihak Defendan masih lagi berhutang kepada pihak Plaintif dan telah dituntut beberapa kali oleh Plaintif untuk memulihkan kemungkiran termasuk surat tuntutan dan Penamatan peguamcara Plaintif iaitu Tetuan Sofia Darmindr & Associates kepada Defendan, Defendan tetap juga gagal dan/atau ingkar dan/atau enggan untuk meremedikan tunggakannya dan setakat **07.05.2023** sejumlah **RM4,633,768.25** adalah terhutang oleh Defendan kepada Plaintif dan caj gantirugi lewat bayar (Ta'widh) sebanyak **1.00%** keatas amaun bayaran yang tertunggak dikira dari **08.05.2023** sehingga penyelesaian sepenuhnya hutang.

11. Walau apapun jumlah tuntutan yang dibuat di sini, sekiranya Defendan membuat penyelesaian penuh ke atas Kemudahan tersebut sebelum tarikh matang Kemudahan tersebut, pihak Plaintif akan memberikan suatu Rebat/Ibra' untuk tempoh Kemudahan yang belum matang yang mana dengan memberikan Rebat/Ibra' tersebut, jumlah penyelesaian penuh Kemudahan tersebut akan berkurangan. Walau bagaimanapun, pemberian Rebat/Ibra' tersebut adalah tidak terpakai untuk Kemudahan yang telah matang tempohnya atau jika hanya sebahagian pembayaran sahaja yang dibuat. Formula pengiraan Rebat/Ibra' tersebut boleh diperolehi daripada pihak Plaintif atau Bank Negara Malaysia dan pihak Plaintif akan mematuhi apa-apa panduan berkenaan pengiraan Rebat/Ibra' sepertimana yang telah diluluskan oleh Bank Negara Malaysia.

12. Formula pengiraan Ibra' adalah seperti di bawah :-

Amaun Penyelesaian = Baki Harga Jualan + Caj Bayaran Lewat (Ta'widh) (jika ada) + Caj-Caj Lain (jika ada) – Amaun Prinsipal Yang Belum Dikeluarkan (jika ada) – Ibra', yang mana Ibra' = Untung Belum Terakru – Caj Penjelasan Awal (jika ada)

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13. Oleh yang demikian, Plaintif memohon suatu Penghakiman terhadap Defendan seperti berikut:-

(a) Jumlah wang sebanyak **RM4,633,768.25** setakat **07.05.2023;**

(b) Caj gantirugi lewat bayar (Ta'widh) sebanyak **1.00%** keatas amaun bayaran yang tertunggak dikira dari **08.05.2023** sehingga tarikh penyelesaian penuh

(c) Kos pada kadar peguam-anakguam;

(d) Kos tindakan ini ; dan

(e) Apa-apa relief lain atau selanjutnya sepertimana yang difikirkan sesuai oleh Mahkamah Yang Mulia ini.

Bertarikh pada 11 haribulan mei ,2023

.....

Peguamcara bagi pihak Plaintif

PENYATAAN TUNTUTAN ini difailkan oleh Tetuan Sofia Darmindr & Associates, Peguamcara bagi Plaintif yang dinamakan diatas yang beralamat di L8-14 Level 8, Brem Mall, Jalan Kepong, 52000 Kuala Lumpur.
No Tel: 03-6257 4163 No Faks: 03-6258 5878

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DALAM MAHKAMAH TINGGI MALAYA DI KUALA LUMPUR

DALAM NEGERI WILAYAH PERSEKUTUAN, MALAYSIA

GUAMAN NO: TAHUN 2023

ANTARA

BANK SIMPANAN NASIONAL **....PLAINTIF**

DAN

SHEIKH ANNUAR BIN SHAIK ABDUL RAHIM **....DEFENDAN**
(No. K/P: 660906-02-5241)

MEMORANDUM KEHADIRAN

Kepada Pendaftar
Mahkamah Tinggi
Kuala Lumpur

Masukkan Kehadiran untuk (nama Defendan) dalam tindakan ini.

Bertarikh pada haribulan 2023

.....
Peguam Bagi Defendan

Tempat perniagaan (nama Peguam Bagi Defendan) ialah

Alamat untuk penyampaian ialah

.....
Atau Defendan Sendiri

Alamat (nama Defendan) ialah

Alamat untuk penyampaian kepadanya ialah Defendan tersebut (menghendaki atau tidak menghendaki suatu Pernyataan Tuntutan difailkan dan diserahkan)

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PENGINDORSAN PENYAMPAIAN

Bahawa saya Sofia Binti Madarsah Rawter (No. K/P. 770811-08-5644) pada hari Rabu bersamaan **17-05-2023** pada jam lebih kurang 2.00 petang telah menghantarserahkan sesalinan sah Writ Saman dan Pernyataan Tuntutan bertarikh 11-05-2023 kepada Defendan di alamat D6-5, Desa Impiana Puchong Prima 47100 Puchong Selangor, di 32, Jalan Putra Permai 10/2C Putra Heights, 47650 Subang Jaya Selangor, di No 24, GR3/5, Jacaranda Garden Residensi, Cyber 3, 63000 Cyberjaya, Selangor Darul Ehsan dan di No 22A, Jalan GR3/5, Jacaranda Garden Residensi, Cyber 3, 63000 Cyberjaya, Selangor Darul Ehsan, melalui Pos Berdaftar (Registered) Dalam Negeri di Pejabat Pos Jalan Kuching Kuala Lumpur.

Diindorskan pada 17-05-2023

.....
Sofia Binti Madarsah Rawter
(No. K/P. 770811-08-5644)

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